

# Tell

## Standard Terms and Conditions for Advisory and Legal Services (12/2025)



Tell Norge AS  
Advokatfirmaet Tell AS

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# Standard Terms and Conditions for Advisory and Legal Services

## 1. GENERAL

These Standard Terms and Conditions (the "**T&Cs**") apply to assignments (each an "**Assignment**") performed by Tell Norge AS<sup>1</sup> and/or Advokatfirmaet Tell AS,<sup>2</sup> as described in the engagement letter ("**Engagement Confirmation**"). The Assignment is governed by the T&Cs and the Engagement Confirmation (collectively, the "**Agreement**"). Tell Norge AS, Advokatfirmaet Tell AS and other companies that at any time are group-companies with either of these entities are referred to as "**Tell Norway**".

Unless the Engagement Confirmation expressly deviates from the provisions for the Assignment as set out in the T&Cs, the T&Cs shall prevail in the event of any conflict.

## 2. THE ASSIGNMENT

### 2.1 Quality and information sharing

The Assignment is performed with due professional skill and care. The result of the Assignment has been prepared solely for your use and for the purpose stated in the Engagement Confirmation.

Without our prior written consent, you may not give third parties access to, or reproduce or refer to, the result of the Assignment or other deliverables from Tell. This prohibition does not apply if (i) otherwise is expressly agreed in the Engagement Confirmation, (ii) there is a legal obligation to disclose, or (iii) the information is shared with your regular legal counsel or companies in the same group. Any permitted sharing of information pursuant to this provision is conditional on the recipient being made aware that Tell Norway has no liability towards the recipient, and that the recipient does not have the right to distribute the information further.

### 2.2 Liability only to you

Our liability for the Assignment only applies to you, unless otherwise stipulated in writing. You undertake to indemnify us against any claims made by third parties (including legal costs) in connection with the Assignment.

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<sup>1</sup> Organization number 834 836 912

<sup>2</sup> Organization number 934 836 766



### **2.3 Scope and Changes to the Assignment**

Our performance of the Assignment does not imply that we (i) conduct audit procedures in accordance with applicable audit standards, or (ii) are liable for or actively seek to uncover irregularities such as fraud or other wrongful acts.

Deviations from or changes to the Assignment or associated agreements are only valid if they have been agreed in writing between the parties.

### **2.4 Draft deliverables and oral advice**

You may only rely on written deliverables under the Assignment that have been confirmed as final. Advice given orally or in draft form is not binding.

### **2.5 Assumed knowledge**

During the performance of the Assignment, it is assumed that we are not aware of information from other, separate assignments that we or other companies in Tell Norway may have for you.

## **3. CLIENT'S PARTICIPATION**

In order for us to be able to carry out the Assignment in a satisfactory manner, we depend on you to ensure that:

- (i) all information communicated to us, whether from you or from third parties acting on your behalf, is accurate, complete and provided without undue delay;
- (ii) any assumptions are reasonable and justifiable;
- (iii) you have all necessary rights to disclose the information and documents that are handed over to us, and that we can use these to carry out the Assignment (including personal data regulated by the Personal Data Act);
- (iv) you notify us immediately if you become aware of circumstances that may create a conflict of interest, challenge our independence, or that are of importance to our fulfilment of statutory customer due diligence measures pursuant to the Anti-Money Laundering (AML) regulations.

We have no obligation to verify information received in connection with the Assignment, unless this is expressly agreed in writing.

We are not liable for losses that arise as a result of your failure to fulfil your obligations under these T&Cs or the Engagement Confirmation.

## **4. CONFIDENTIALITY**

### **4.1 Confidential Information**

We may process confidential information about you in order to carry out the Assignment. This includes use for the following purposes:

- (i) the provision of services under this Agreement, including analysis and adaptation of the Assignment;
- (ii) management and administration of the client relationship,
- (iii) review of quality and risk management, and
- (iv) compliance with applicable legal, regulatory requirements or professional standards.



We may aggregate Confidential Information and use such aggregated information.

#### **4.2 Restrictions on Sharing Confidential Information**

Your confidential information will not be disclosed to third parties, unless we are legally obliged to do so or it follows from membership in a professional association. However, we may share confidential information with other entities in Tell Norway and with our subcontractors, provided that they are subject to a corresponding duty of confidentiality. Information may also be shared with your other advisers involved in the Assignment.

The agreement does not limit your right to provide information about our advice on tax treatment or tax structure in connection with transactions.

#### **4.3 Marketing**

You agree that we may refer to you and the services we have provided to you in connection with marketing our services, provided that this is done in a professional manner and that we do not share confidential information about you.

#### **4.4 Provision of services to others**

You agree that we may provide services to your competitors and to others who may have a conflict of interest with you, provided that this is done in a professional manner and without sharing your confidential information.

### **5. INTELLECTUAL PROPERTY RIGHTS**

The copyright to client-specific end products delivered under the Assignment is transferred to you when our fee has been paid in full, unless otherwise follows from other terms of the Agreement. If such an end product bears the Tell logo, it cannot be further developed with the logo.

We retain all rights to materials, software, models, methods, know-how and other intellectual property rights of a general nature developed or used by us prior to or during the performance of the Assignment ("**Tell Material**"). Such Tell Material may only be used for your internal purposes and may not be distributed, copied, modified or further developed without our prior written consent.

### **6. PRIVACY**

#### **6.1 Processing of personal data within the scope of the Assignment**

In connection with the Assignment, we will process personal data received from you. We will act either as a data controller (where we ourselves determine the purpose of the processing) or as a data processor (where we act on instructions from you).

Processing of personal data as a data processor requires a separate data processing agreement. Personal data will only be processed as stated in the data processing agreement or in accordance with law or professional standards.

#### **6.2 Obligations of the parties**

Neither party shall transfer personal data to the other unless:



- (i) the personal data transferred is necessary for the performance of the Agreement or the administration of the parties' business relationship;
- (ii) the personal data transferred is limited to what is necessary for the specific purpose of the transfer;
- (iii) the transfer is based on a lawful basis for processing;
- (iv) Applicable data protection legislation has been complied with in connection with the transfer, including the requirement to inform the natural person about the transfer.

The personal data transferred shall only be processed for the purpose agreed and in accordance with the requirements of the data protection legislation.

### **6.3 Sharing of personal data received**

A party may not disclose received personal data to third parties, unless it is necessary for the performance of the assignment and the recipient is subject to corresponding obligations as stated in section 6 (*Privacy*) of these Standard Terms and Conditions

The limitations of this section 6.3 does not apply to transfers that are required to comply with legal or professional obligations. Nor does it apply to appropriate and prudent sharing between companies in Tell Norway.

### **6.4 Client Information Statement**

In order to manage the client relationship, we register information about your contact persons in our client register, where we are the data controller. This register typically contains name, contact information, place of business and job title. The data, which is collected from you or external sources, is used for client and independence checks, assignment administration and marketing purposes.

## **7. IT SOLUTIONS**

To deliver our services under the Assignment, we may provide you with access to technical solutions (IT and internet-based applications). Such solutions are not part of the Assignment and do not constitute professional advice. The copyrights in such technical solutions belong to Tell Norway and access to them does not imply any transfer of rights to you.

You may be granted a temporary and non-exclusive right to use such technical solutions. The right of use requires that the solutions are used in accordance with instructions from Tell Norway or its representative. Tell Norway reserves the right to update and change the technical solutions without prior notice.

## **8. LIABILITY**

### **8.1 Scope of liability**

You accept that no company or person in Tell Norway is liable for:

- (i) loss or destruction of data from your systems,
- (ii) loss of profits, goodwill, business opportunities, anticipated savings or benefits;
- (iii) indirect or consequential loss.

You accept that our collective liability for all claims related to the Assignment or the Agreement, including interest and liability for subcontractors as mentioned in section 8.4, is

limited upwards to NOK 10 million. The liability only covers direct, documented and incurred losses that are an immediate consequence of the alleged error.



## **8.2 Liability for tasks for public authorities etc.**

When preparing information for public authorities (e.g. tax returns, tax returns or applications for grants), it is their responsibility to ensure that all information is correct and complete. We are not responsible for the tax consequences of errors in such statements. Our liability is limited to the additional tax/fee with interest, and is in any case subject to the amount limitation in section 8.1 (*Scope of liability*).

## **8.3 Sharing of liability limit**

If we accept liability towards more than one party, our limitation of liability referred to in section 8.1 (*Scope of liability*) will be shared between the parties involved, and it is up to those parties how they divide it among themselves.

## **8.4 Liability for subcontractors**

We may use subcontractors, including other companies in Tell Norway, to provide our services. We are solely liable for the Assignment and you may not make any claims against any subcontractor for the Assignment or any person in such subcontractors.

You accept that any claim related to the Assignment may only be directed against the entity - Tell Norway AS or Advokatfirmaet Tell AS - that is a party to the Agreement. You thereby waive the right to bring claims against individuals, including partners, auditors and employees of the aforementioned companies.

## **8.5 Coordination with group companies**

You will provide a copy of the Agreement to your group companies that, in accordance with the Engagement Confirmation, are to receive services under the Assignment. You will also notify each group company that may cooperate with a local Tell company that the provision of any service in connection with the Engagement Confirmation is governed by the Engagement Confirmation. Any dispute or potential claim shall be handled by you and us, and other group companies shall raise any dispute and potential claim through you.

You assume responsibility for ensuring that group companies, including their subsidiaries, affiliates and parent companies (which are not themselves covered by the Agreement), both while they are a group company and subsequently, do not make any claim related to the Agreement or the Assignment against us or against any person or entity covered by section 8.4 (*Liability for subcontractors*).

# **9. DOCUMENTS**

We reserve the right to retain copies of all documents related to our Services, including materials received from you. Such copies will be stored electronically for up to 11 years after the date of the final invoice under the Assignment, after which they will be deleted.

We will not release documents belonging to us (including our working papers) unless we have specifically agreed to do so. We may require a letter from the recipient setting out the conditions for releasing such documents (release letter).



## 10. TERMINATION

### 10.1 Immediate termination

Either party may terminate the Agreement with immediate effect if:

- (i) the other party is in material breach of its obligations, and the breach is not rectified within 7 days after the party received written notice of termination,
- (ii) the other party becomes, or is likely to become, insolvent or unable to pay its debts as they fall due, or
- (iii) completion of the Assignment will result in a breach of law or regulations, or entail a significant reputational risk for the party terminating.

### 10.2 Termination with 30 days' notice

Either party may terminate the Agreement and the execution of the Assignment with 30 days' written notice. Our right to termination is conditional on it not being in conflict with applicable professional requirements.

### 10.3 Fees upon termination

In the event of any termination, you must cover all work performed and all costs incurred up to the date of termination. For assignments with a fixed price, the time and costs spent will be invoiced, but never in excess of the agreed fixed price. Any Success Fee will be paid in accordance with the terms of the Agreement. We reserve the right to withhold deliveries until outstanding fees and costs have been paid.

## 11. COMPLAINTS – ADVOKATFIRMAET TELL AS

Complaints about the performance of assignments or the calculation of fees from Advokatfirmaet Tell AS can be directed to the lawyer or general manager in charge of the case.

Complaints about circumstances that may be contrary to the Code of Conduct for Lawyers may be submitted to the Norwegian Bar Association, and must be submitted without undue delay and no later than six months from the time the complainant became aware or should have become aware of the circumstances on which the complaint is based. The complaint is processed by the Disciplinary Committee and its decisions can be appealed to the Disciplinary Board.

For more information, contact the Norwegian Bar Association or see [www.advokatenhjelpetdeg.no](http://www.advokatenhjelpetdeg.no)

## 12. DISPUTES AND TIME BARS FOR CLAIMS

If a disagreement arises between the parties, the parties should (without being obligated) try to resolve the disagreement in amicable proceedings before legal proceedings are initiated.

Any claim against us, regardless of the legal basis, must be made in writing within 60 days after you became, or should have become, aware of the circumstances giving rise to the claim. In any case, the claim must be submitted no later than one year after the alleged liability took place.



### **13. ELECTRONIC COMMUNICATIONS**

Electronic communication is the primary form of communication, unless otherwise agreed in writing. By entering into the Agreement, you accept the risks associated with such communications, including that e-mails sent to us may be rejected by our anti-virus program. Typically, our systems will be able to notify the sender and recipient that an email has been bounced, but we cannot guarantee this.

### **14. FORCE MAJEURE**

Neither party shall be liable to the other party if circumstances arise which result in a party not being able to fulfil its obligations due to circumstances of which the party did not reasonably know or should not have known at the time of entering into the assignment, and neither the matter nor the consequences could reasonably have been avoided or resolved by the non-performing party.

### **15. RELATIONSHIP TO PREVIOUS AGREEMENTS**

The Agreement supersedes any prior agreement between the parties.

### **16. PRICE ADJUSTMENT**

Our prices can be adjusted annually in line with the consumer price index or our general cost development. Such adjustment will be notified in writing at least 30 days in advance.

### **17. MISCELLANEOUS**

In cases where you consist of more than one party, an act or omission by one party will be considered an act or omission of all.

Without the other party's prior written consent, neither party may assign, transfer or delegate its rights or obligations, claims or coverage for claims arising out of the Agreement. Any assignment without such consent is null and void.

Provisions that by their nature apply or are intended to apply after the termination of the agreement continue to apply, including confidentiality, liability, intellectual property rights, complaint deadlines and jurisdiction.

### **18. CHOICE OF LAW AND JURISDICTION**

The agreement is subject to, and shall be interpreted in accordance with, Norwegian law.

The parties adopt Oslo District Court as the exclusive venue for any dispute arising out of the Agreement, unless otherwise expressly stipulated in the Confirmation of Engagement.